

AGREEMENT

Between

HURON COUNTY BOARD OF COMMISSIONERS
AND 73B DISTRICT COURT

and the

POLICE OFFICERS ASSOCIATION OF MICHIGAN
73B DISTRICT COURT
WORKERS ASSOCIATION

January 1, 2010 through December 31, 2012

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PREAMBLE

THIS AGREEMENT is entered into this 28th day of December, 2010, pursuant to and in accordance with Michigan Public Act 379 of 1965, between HURON COUNTY and 73B District Court, and POLICE OFFICERS ASSOCIATION OF MICHIGAN – 73B DISTRICT COURT WORKERS ASSOCIATION.

The 73B District Court is a Michigan State Court of record created by statute and Huron County is the funding unit for the court. The Chief Judge of the Court has the authority and jurisdiction to enter into an agreement with the 73B District Court Workers Association with ratification by the Huron County Board of Commissioners. The Chief Judge of the Court has the authority to determine conditions of employment relating to the effective management of the Court.

The Union (hereafter referred to as the Police Officers Association of Michigan – 73B District Court Workers Association) is a local subchapter of the Police Officers Association of Michigan (“POAM”).

The Employer is the 73B District Court.

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful labor relations for the mutual interest of the Employer, Employee and Union.

The parties recognize that the interest of the community and the job security of the employees depend upon the Employer’s success in establishing proper service to the community; and

To these ends, the Employer and the Union encourage, to the fullest degree, friendly and cooperative relations between respective representatives at all levels and among all employees.

NOW, THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

SECTION A. The Employer hereby recognizes the Union as the exclusive bargaining agent as defined in Section 11 of Act 379, Public Acts of 1965 for all full time employees as follows: District Court Chief Court Recorder/Judicial Administrative Assistant, District Court Probation Officer and all District Court Deputy Clerks.

SECTION B. The Employer agrees not to negotiate for the duration of this Agreement with any other labor organization other than the Union designated as the representative with respect to the employees in the unit defined in Section A. During the life

of this Agreement, the Employer will not aid, promote or finance any labor group or organization, which purports to engage in collective bargaining or make any agreement with any such group or organization for the purpose of undermining the union. Unless otherwise indicated, the term “employee” when used in the Agreement will refer to all employees in the unit for bargaining as defined in Section A.

SECTION C. All collective bargaining with respect to wages, hours, and working conditions and other conditions of employment for employees who are unit members shall be conducted by authorized representatives of the Union, the Chief Judge of the Court and authorized representatives of the Employer with final approval of said bargaining subject to ratification by the Huron County Board of Commissioners.

SECTION D. The Court shall, in the exercise of its management rights, comply with whatever its legal obligations are concerning notice to the Union and the Union Steward at least thirty (30) days prior to implementing any change in wages, hours or working conditions, that has a substantially adverse impact on the employees covered by the contract except where immediate changes are necessary to continue court operations in the opinion of the Chief Judge such immediate change is not to exceed ninety (90) days without other notice.

SECTION E. Except as expressly provided otherwise by the terms of this Agreement, the administration of the Court and the hiring, disciplining, termination, and direction of employees is vested exclusively in the Chief Judge of 73B District Court. The exercise of judgment and discretion by the Chief Judge that is not in conflict with the express terms of this Agreement shall be upheld.

ARTICLE II – MANAGEMENT’S RIGHT CLAUSE

SECTION A. The bargaining unit recognizes that 73B District Court and Huron County is each charged with certain powers, rights, authority, duties and responsibilities by the laws and constitution of the State of Michigan, and of the United States, which they must assume and discharge, and which shall not be delegated. Nothing contained herein, either expressed or implied, shall abridge, abrogate, or usurp such rights or duties.

SECTION B. The bargaining unit hereby agrees that the Chief Judge of the Court, acting on behalf of the 73B District Court, and Huron County in their respective areas of authority, each retains the sole and exclusive right to establish and administer without limitation, implied or otherwise, all matters not specifically and expressly limited by this Agreement.

ARTICLE III – EMPLOYEE DEFINITIONS

For the purpose of this Agreement, a “full time employee” is an employee hired for

an indefinite period of time for seventy-five (75) hours per pay period. A “part time employee” is an employee hired for an indefinite period of time regularly scheduled to work less than seventy-five (75) hours per pay period.

Part time employees are excluded from the bargaining unit and are not subject to the requirements, entitled to the benefits, or covered by any provision of this Agreement.

ARTICLE IV – SENIORITY SECURITY

SECTION A. Unless promoted out of the Union, Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time shall be required as a condition of employment, to continue membership in the Union for the duration of this Agreement.

SECTION B. Employees covered by this Agreement who are not members of the Union at the time it becomes effective, shall be required as a condition of employment, to become members of the Union for the duration of this Agreement on or before the thirtieth (30th) day following such effective date.

SECTION C. Employees hired, rehired, reinstated, or transferred into the bargaining unit, and covered by this Agreement, shall be required as a condition of continued employment, to become members of the Union for the duration of this Agreement on or before the thirtieth (30th) day following the beginning of their employment within the unit.

SECTION D. Huron County agrees to deduct Union dues or Union representation fees from employee’s paychecks to become effective the first pay day of the month, following the employee’s successful completion of thirty (30) days of employment as outlined in this section. The Union dues or representation fees shall be sent to the Union’s designated officer.

SECTION E. Huron County agrees to deduct from the salary of each individual employee in the bargaining unit who becomes a Union member, the Union’s dues and initiation fee, subject to all of the following conditions:

1. The Union shall obtain from each of its members a completed and signed authorization form, which shall conform, to the respective state and federal law(s) concerning that subject or any interpretation(s) thereof.
2. All checkoff authorization forms shall be filed with the County Clerk, who may return any incomplete or incorrectly completed form to the Union’s designated financial officer, and no checkoff shall be made until such deficiency is corrected.
3. All employees covered under this Agreement who do not voluntarily choose membership in the Union shall have deducted from his/her wages a representation

fee, after receipt by Huron County of a signed authorization card conforming to state and federal laws, and which sum shall accurately represent the amount for that employee due the Union as his/her fair share of costs attributable to negotiating the terms of this Agreement and servicing the contract.

4. Huron County shall only checkoff obligations, which come due at the time of checkoff, and will make checkoff deductions only if the employee has enough pay due to cover such obligation.
5. Huron County's remittance shall be deemed correct if the Union does not give written notice to the County Clerk within two (2) calendar weeks after remittance is transmitted of its belief, with reason(s) stated therefore, that the remittance is incorrect.
6. The Union shall provide at least thirty (30) days written notice to the County Clerk of the amount of Union dues and/or representation fees and/or initiation fee to be deducted from the wages of employees in accordance with this section. Any changes in the amounts determined will also be provided to the County Clerk at least thirty (30) days prior to its implementation.

SECTION F. An employee who shall tender the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to meet the conditions of this section.

SECTION G. Employees shall be deemed to be members of the Union within the meaning of this section if they are not more that sixty (60) days in arrears in the payment of their dues.

SECTION H. Huron County shall be notified, in writing, by the Union of any members who are sixty (60) days in arrears in payment of their dues. The County shall thereafter withhold dues from the employees payroll to pay current and arrearages.

ARTICLE V - REPRESENTATION

SECTION A. The Bargaining Committee will include not more that than two (2) employees. In addition thereto, it may include not more than two (2) non-employee representatives from the Union. The Union will furnish 73B District Court/Huron County with a written list of the Bargaining Committee prior to the first bargaining meeting and substitution changes thereto, if necessary.

SECTION B. In Addition to the bargaining committee, the Union shall have a president, vice president and secretary/treasurer. The officers shall designate the person(s) who shall serve as the steward. Where it is necessary for he/she to perform his/her duties as Union representatives he/she will be permitted to leave his/her assigned work and will be

compensated at his/her regular level of pay. This privilege is extended with the understanding that it will not be abused as determined by the Chief Judge.

SECTION C. There shall be no discrimination against any employee because of his/her membership in the Union, or because of his/her acting as an officer or on behalf of the Union.

SECTION D. The Union recognizes its responsibility as bargaining agent for its members and shall represent all members in the bargaining unit without discrimination.

SECTION E. The Employer agrees that visits by accredited representatives of the Union shall have access to the premises of the Employer during working hours to conduct Union business pertinent to local members.

SECTION F. Negotiations shall take place at mutually agreeable times. Employees who are negotiating at times during which he/she are regularly scheduled to work, shall be paid his/her straight time wages for the period of time spent in negotiations. Under no circumstances shall employees be paid overtime or holiday pay for time spent in negotiations. Employees shall return to his/her work station after negotiations have ended, provided there is time left in his/her normal schedule. Employees shall report to work prior to negotiations in the event that negotiations are to start subsequent to the start of his/her normal schedule. Employees must receive the approval of his/her supervisor if he/she wish to meet with a Union representative before or after negotiations.

ARTICLE VI - SPECIAL CONFERENCES

SECTION A. The Parties may, by mutual written agreement, arrange special conferences for important matters covered by this Agreement. Such meetings are to be arranged by the Union and the Employer. Such meetings shall be between at least two (2) representatives of the Employer and at least two (2) representatives of the Union.

Arrangements for the meeting shall be made in advance and an agenda of the matters to be taken up at said meeting shall be presented at the time said meeting is requested. Matters taken up in such meeting shall be confined to those included in the agenda. All necessary time lost by an employee during his/her regular, straight shift, due to attendance at a special conference held in accordance with this Article, shall be paid for by the Employer at the employee's regular, straight-time hourly rate. It is understood that this applies only to time lost during the employee's normal, regularly scheduled straight-time, and does not apply to time spent in attendance at a special conference during non-work hours or after the regular scheduled straight-time shift.

SECTION B. POAM Seminars. Any employee selected as a delegate to attend the POAM National Convention (bi-annually), State Convention (annually), Labor Convention

Seminars sponsored by the POAM, shall be allowed to attend without loss of pay or vacation time. Limited to two (2) employees.

ARTICLE VII – STAFFING LEVELS AND FUNCTIONS

SECTION A. The job function for each staff position shall be set forth in a written job description established by the Chief Judge. The Chief Judge may modify each job description as the efficient operation of the Court requires in his opinion. It is understood that the job description for each position shall establish primary job functions but due to the need for cross training and functioning each member of the staff will perform functions not specifically included in his/her job description as directed by the Chief Judge.

SECTION B. The clerical staff for the District Court shall be maintained at a sufficient level to efficiently operate the Court and to provide service to the public in a timely manner. The number of clerical staff for the District Court shall be maintained as follows:

1. At a minimum of one (1) District Court Chief Deputy Clerk
2. At a minimum of one (1) District Court Deputy Clerk/General Civil
3. At a minimum of one (1) District Court Deputy Clerk/Small Claims & Landlord Tenant
4. At a minimum of one (1) District Court Deputy Clerk/Traffic
5. one (1) part-time Clerical Support Clerk

SECTION C. The staff for the Probation Department will always include one (1) full time Probation Officer.

SECTION D. The Court shall staff at least one (1) full time Chief Court Recorder/Judicial Administrative Assistant. The Court shall staff at least one Deputy Clerk who is certified as a court recorder to fulfill duties as back-up court recorder.

SECTION E. A Deputy Clerk who is certified as a Certified Electronic Operator (CEO) or Certified Electronic Recorder (CER) shall receive a rate of pay equal to his/her current rate of pay plus \$2.00 per hour while performing the duties of court recorder. This increased rate of pay shall be for a minimum of two hours each day court recorder duties are performed.

SECTION F. The (non-union) Court Administrator/Clerk of the Court shall temporarily cover for a member of the District Court Clerical Staff under unforeseen circumstances in which there are no other full time clerical staff that are in the union to cover.

SECTION G. The Chief Judge may establish new positions in the Court. The Chief Judge shall establish a new position's job description and functions and Huron County shall establish the position's rate of pay.

SECTION H. The Chief Judge may adopt, publish, change, amend, and enforce rules and regulations for all employees not in conflict with this Agreement governing discipline, health and safety, duties, rules of conduct, work rules, and conditions of employment.

ARTICLE VIII – DEPARTMENT RULES

SECTION A. The County has adopted the "*Huron County Employee Handbook*" for all employees. The *Huron County Employee Handbook* shall govern only those matters not otherwise provided for in this Agreement.

ARTICLE IX – GRIEVANCE PROCEDURE

SECTION A. It is the intent of the parties to this Agreement that the Grievance Procedure set forth herein shall serve as a means for a peaceful settlement of disputes that may arise between them as to the application and interpretation of this Agreement. A grievance is defined as an alleged violation of a specific Article and Section of this Agreement. If any such grievance arises during the term of this Agreement, there shall be no stoppage or suspension of work but such grievance may be submitted to the following Grievance Procedure.

SECTION B. Step 1. An employee who feels aggrieved shall contact the steward to discuss the grievance prior to presenting it to the Court Administrator/Clerk of the Court. If the employee and steward find it necessary, the grievance is presented to the Court Administrator/Clerk of the Court for discussion. If discussion between the parties fails to settle the issue, the Union shall reduce it to writing and present it to the Court Administrator/Clerk of the Court for his/her written, dated and signed response. The response must be returned to the Union five (5) business days after the receipt of the initial written complaint. If the response is not received then the grievance automatically proceeds to Step 2.

Step 2. If the Court Administrator/Clerk of the Court's answer is unsatisfactory, the grievance may be presented by the Union to the Chief Judge within five (5) business days after the Court Administrator/Clerk of the Court's response is due/received if the grievance relates to non economic issue(s). If the grievance involves economic issues it shall be presented to the Huron County Board of Commissioners. The Judge or Board shall answer the grievance in writing to the steward and POAM within thirty (30) business days; if they fail to do so the grievance automatically proceeds to Step 3.

Step 3. If the answer of the Chief Judge or Board is not satisfactory, the grievance may be referred by the steward to the POAM representative for further study. The POAM will confer with the local Union and jointly review the grievance.

Step 4. If, after reviewing the grievance, POAM and the local Union feel that the grievance is still unsettled; they may, within ten (10) business days after receipt of the Chief Judge or Board's answer and by written notice to the other party, request arbitration.

Within ten (10) working days after such notice for arbitration, a request for a list of arbitrators may be made to Michigan Employment Relations Commission (MERC) by the party seeking arbitration. The parties will be bound by the rules and procedures of MERC in the selection of an arbitrator.

The arbitrator selected will hear the matter promptly and will issue his/her decision not later than thirty (30) days from the date of the close of the hearing. The Arbitrator's decision will be in writing setting forth findings of facts, reasoning, and conclusions on the issue(s) submitted.

The power of the Arbitrator stems from this Agreement and his/her function to interpret and apply this Agreement and to pass upon alleged violations thereof. The Arbitrator shall have no power to add to, subtract from, or modify any terms of this Agreement. The Arbitrator decision shall be final and binding upon all parties involved and the decision must be acted upon immediately by the losing party.

The costs for the Arbitrator's services, including his/her expenses, if any, shall be borne by the Union.

SECTION C. No grievance shall be processed unless it is presented within ten (10) working days of the occurrence of the alleged violation or knowledge of said occurrence.

SECTION D. No claim for back wages shall exceed the amount of wages the Employee would have otherwise earned at the regular rate of pay.

ARTICLE X - STRIKES AND LOCKOUTS

SECTION A. Huron County will not lock out employees during the term of this Agreement.

SECTION B. The parties to this Agreement mutually recognize and agree that the services performed by the Employees covered by this Agreement are services essential to the public health, safety and welfare.

SECTION C. Under no circumstances will the bargaining unit cause or permit its

members to cause, nor will any member of the bargaining unit take part in any strike, sit-down, stay-in, slowdown of work or restrictions of production, or interference with the operations of the Court. In the event of a work stoppage, sit-down, stay-in, slowdown of work or other curtailments of production, the Employer shall not be required to negotiate on the merits of the dispute that gave rise to stoppage or curtailment until same has ceased.

SECTION D. In the event of a work stoppage, sit-down, stay-in, slowdown of work or concerted use of paid leave time or restriction of production, or interference with the operations of the Court or any other curtailment, by the employees covered hereunder, the bargaining unit by its officers, shall immediately publicly declare such work stoppage or other curtailment to be illegal and unauthorized, and order said employees to stop the said conduct and resume work. The bargaining unit agrees further to cooperate with the Employer to remedy such situation by immediately giving public notice that said conduct is unlawful and direct the employees to return to work. The Employer shall have the right to discipline any employee who instigates, participates in, or gives leadership to any activity herein prohibited.

SECTION E. An Employee in violation of this Article will have no recourse through the Grievance Procedure, and the bargaining unit agrees it will not represent such members.

ARTICLE XI - DISCIPLINE AND DISCHARGE

It is agreed that the maintenance of discipline is essential to the efficient operation of the court. The Employer agrees that in carrying out this disciplinary function:

1. In the event the Employer decides to discipline/discharge an employee, the Employer shall give written notice to the Employee and steward of the reasons for the disciplinary action.
2. At the request of the Union, a meeting to discuss the disciplinary action taken by the Employer may be held within two (2) business days of the request. If the meeting is denied by the Employer, the Union may proceed to item 3 under this Article.
3. If the Union is dissatisfied with the Employer's decision regarding a disciplinary action, they shall present a written grievance at Step 2 within ten (10) business days of the Employer's actions. Failure to provide a written grievance within the appropriate time frame shall mean the Employer's action was just and the Union waives the Employee's/Union's right to appeal the discipline/discharge.
4. In imposing disciplinary action on a current charge, the Employer will not take into account any prior infractions which occurred more than one year previously. However, all disciplinary actions may be kept in an Employee's personnel file for a two (2) year period of time. If the Employee wishes a disciplinary action

removed from his/her file he/she must notify the Employer who shall remove said action.

5. The Employer shall take any disciplinary action against an Employee within fifteen (15) business days of its alleged occurrence and/or the Employer's discovery of the alleged violation. If criminal charges are brought against an Employee, the Employer shall take disciplinary/discharge action within fifteen (15) business days of any conviction/acquittal.
6. The Employer agrees to practice corrective discipline and recognizes four levels of action, which range from least to most severe, depending on the frequency and severity of the alleged violation. The levels are:
 - 1.) oral warning
 - 2.) written reprimand
 - 3.) suspensions with/without pay
 - 4.) discharge

ARTICLE XII - PROBATIONARY EMPLOYEES AND SENIORITY

SECTION A. A new employee shall be a probationary employee without seniority until completion of ninety (90) calendar days of service. At the end of this ninety (90) day period the employee shall be terminated or be entered into the seniority list of the Employer using the first day of the probationary period as the date of seniority. A probationary employee may be laid off or terminated at the discretion of the Employer without recourse to the grievance procedure.

SECTION B. During the ninety (90) day probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. Further, employees shall be eligible for health, dental, and vision insurance following a period of thirty (30) days. At the end of the probationary period and upon becoming regular full time employees, employees shall be provided with all Huron County benefits. Employees should read the information for each specific benefits program for the details on eligibility requirements.

SECTION C. Promotions Out of the Union. Any employee promoted out of the bargaining unit shall retain the seniority he/she had at the time of promotion. He/she shall not accumulate Union seniority while out of the bargaining unit. Seniority employees wishing to return to the Union because of layoff/termination of Non-Union position may bump back into the Union position holding job classification and seniority held at the time of promotion out of the bargaining unit. Severance pay, etc., shall not be paid to those employees exercising his/her right to re-enter the Union. The lowest seniority employee shall be laid off upon re-entry of higher seniority personnel.

SECTION D. Seniority is defined as the Employee's length of employment since his/her last date of hire with the Employer as defined in section (A) of this Article. For employees hired after this Agreement becomes effective, the following shall prevail:

1. After completion of the probationary period, each employee shall be placed on the seniority list. In the event seniority dates are the same employees shall be listed alphabetically.
2. Part-time employees shall not acquire seniority. Part-time employees are employees who work irregularly but not more than thirty-seven (37) hours a week. Part-time employees may be hired to replace a Union employee who may be off for an extended period of time (i.e., leave of absence, long-term disability, etc.). Part-time employees will not be used to replace regular employees as a full time position.

ARTICLE XIII – LAYOFF AND RECALL

SECTION A. Employees shall be laid off according to the following procedure:

1. Part time employees will be laid off first. They shall be laid off by hire date.
2. Next to be laid off are probationary employees. They shall be laid off by hire date and considered terminated rather than laid off. There shall be no requirement to rehire. In the event they are rehired at a later date, they shall be treated for all purposes of this Agreement, as a new employee.
3. If additional layoffs are necessary, Union employees shall be laid off in Union seniority order, lowest seniority employees being laid off first with the exception of unique circumstances whereas the lowest seniority employee to be laid off holds a position which requires State Certification(s).
4. Employees laid off pursuant to this Article will have the option of taking his/her earned vacation days.

SECTION B. Recall of seniority employees shall be in reverse order of layoff, providing the employee has the ability and qualifications to perform the available work. Employees who are being recalled have five (5) work days from date of notification by certified or registered mail to return to employment. If the seniority employee fails to return during the five (5) day period he/she shall forfeit seniority and right to recall. A laid off employee will be notified at his/her last known address.

SECTION C. Seniority shall be lost/forfeited if any employee:

1. Voluntarily quits or retires.

2. Is discharged and the discharge is not reversed through the grievance procedure.
3. Is absent for three (3) consecutive working days without notifying the Employer, unless it is physically impossible for him/her to do so.
4. Fails to return on recall as described above.
5. Is laid off for a period of one year.
6. Is separated upon settlement covering total disability.
7. Fails to return from an unpaid leave of absence after leave period has expired.

ARTICLE XIV – PROMOTIONS

SECTION A. Permanent job vacancies, which are to be filled by the promotion of present employees, will be handled in the manner as hereinafter outlined. Promotions are defined as movement to a position in a higher-rated pay classification.

1. Notice of a job vacancy will be posted for a period of three (3) working days setting forth the minimum requirements for the position in a conspicuous place in the Court. Interested employees who currently work in the Court may apply in writing within the three (3) working day posting period.
2. Prior to the vacancy being filled, the Chief Judge shall review all applications from those who currently work in the Court. In the filling of such higher-rated jobs, background, attainments, prior work record, ability, merit, and capacity shall be considered. In determining relative ability, consideration shall be given to experience, quality of workmanship, and aptitude. In determining relative merit, punctuality and good attendance, and diligence shall be considered. If no applicant from the Court is selected to fill the vacancy, the Chief Judge will then consider applications from outside the bargaining unit.

SECTION B. The Chief Judge reserves the right to hire from outside, if no employee is deemed qualified by the Chief Judge to fill the vacancy, or no applications are received from employees in the Court. The decision of the Chief Judge shall be final and binding on the parties.

SECTION C. Once an employee has applied for the position and is selected, he/she has five (5) days to accept the position.

SECTION D. Employees selected by the Chief Judge for a promotion will serve a trial period of thirty (30) days during which time he/she will receive the rate equivalent to the step within the new classification (the employee will receive compensation in the Grade of

the new position and at the same Step that the employee was at during the time of the new promotion, i.e. left Step 2, go to Step 2).

The Chief Judge may disqualify the employee, but must have a justifiable reason to disqualify the employee during the trial period and such employee shall be returned to his/her former position or one of similar classification pay. The decision of the Chief Judge shall not be subject to Grievance Procedure.

ARTICLE XV – TRANSFERS

If an employee transfers to another Department in the County, he/she shall retain all accrued benefits including seniority time.

ARTICLE XVI – HOURS OF WORK AND OVERTIME

SECTION A. The Chief Judge shall establish regular starting and quitting times which may be amended with thirty (30) business days written notice to the employees.

SECTION B. The Chief Judge reserves the right to schedule the work hours of employees according to the needs of operations. The normal work week consists of thirty-seven and one-half (37 ½) hours, the normal work day consists of seven and one-half (7 ½) hours. This Section shall in no way be construed as a guarantee by the Employer of any amount of work in any period of time or as a limitation of the Employer's right to schedule work in excess of the normal work day or normal work week.

SECTION C. Unless otherwise scheduled by the Chief Judge, the regular work day shall commence at 8:30 a.m. and end at 4:30 p.m. daily with a lunch period of one-half (½) hour. The Chief Judge reserves the right to determine the starting and ending times and the number of hours to be worked. It is understood that the Chief Judge may schedule part time employees as deemed necessary. Lunch periods will be taken according to District Court scheduling to assure that the Court will be open to the public at all times from 8:30 a.m. to 4:30 p.m.

SECTION D. All employees shall be paid time and one-half his/her regular straight-time rate for all approved time worked in excess of forty (40) hours in any one week if so required by state law. Those employees normally scheduled to work thirty-seven and one-half (37 ½) hours in a work week will be paid his/her regular straight-time rate for all approved time worked in excess of thirty-seven and one-half (37 ½) hours but less than forty (40) hours in any work week. The Chief Judge will not change the work week or work day to circumvent the payment of overtime.

SECTION E. The Chief Judge reserves the right to require employees to work overtime.

SECTION F. Overtime will be permitted only when authorized by the Chief Judge.

SECTION G. All permanent, full time employees shall be allowed two (2) breaks of fifteen (15) minute duration each during his/her regular work day.

SECTION H. Each employee shall be at his/her designated work place ready for work at his/her scheduled starting time at the start of his/her work day, after his/her break period, and after his/her lunch period.

SECTION I. Subject to the conditions set forth below, it is understood that, in lieu of the overtime payments set forth in this Article, an employee, upon prior approval of the Chief Judge, may elect to receive an equivalent amount of compensatory time off instead of receiving overtime payment.

The Chief Judge may, in his discretion, give compensatory time off to any such employee equal to one and one-half (1 ½) times the number of overtime hours worked in excess of 8 hours in any work day and/or in excess of 37 ½, but not more than 40 hours in any work week. An employee's total compensatory time bank shall not exceed sixty (60) hours. In the event that the employee does not use the compensatory time, the employee shall be paid at the applicable rate of pay, as required by law. Compensatory time may be taken only upon prior approval from the Chief Judge.

ARTICLE XVII – WAGES

SECTION A. The wages of employees covered by this Agreement are set forth in Appendix B, which is attached to and incorporated in this Agreement. The salary progression schedule set forth in Appendix C is based on length of service at each step in the classification. Increases will be awarded upon the completion of the specified length of service each step of the classification.

SECTION B. It is understood that the classifications set forth in Appendix A is recognized for wage purposes only and that the classifications titles are intended as an illustrative summary of the types of duties and responsibilities associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

ARTICLE XVIII – HOLIDAYS

SECTION A. Permanent full time employees shall be paid their regular straight-time rate for their normal daily hours for the following holidays:

New Year's Day

Martin Luther King Jr.'s Birthday

Day After Thanksgiving

Christmas Eve

President's Day	Christmas Day
Afternoon of Good Friday	
Memorial Day	
Independence Day	
Labor Day	
Columbus Day	
Veteran's Day	
Thanksgiving Day	

See attached Appendix D for actual dates of observance.

SECTION B. The following rules shall govern the payment of holiday pay:

1. Employees must work his/her full scheduled work day prior to and his/her full scheduled work day following a holiday in order to be eligible for such holiday pay, unless the employee submits a physician's certificate of illness for the absence or the absence is approved in advance by the Chief Judge.
2. The employee is on the active payroll, i.e., not on layoff, leave of absence, etc.

SECTION C. Subject to applicable State and Federal Laws, when any of the above enumerated holidays falls on a Saturday, the preceding Friday will be observed as a holiday. When any of the above-enumerated holidays falls on a Sunday, the following Monday will be observed as the holiday.

SECTION D. Holidays, as set forth above, shall not be charged against vacation or sick leave when they occur during such approved leaves.

ARTICLE XIX – VACATIONS

SECTION A. Each permanent, full time employee will earn vacation leave with pay in accordance with the following provisions. Vacation leave may not be taken in advance of being credited.

SECTION B. An eligible employee will be credited with vacation leave with pay according to his/her seniority on his/her anniversary date in accordance with the following schedule:

1. On the First annual anniversary date of hire, an employee shall be entitled to five (5) working days vacation which must be used prior to the second annual anniversary date of hire.

2. On the Second annual anniversary date of hire, an employee shall be entitled to ten (10) working days vacation which must be used prior to the end of the immediately following calendar year.
3. So as to convert each employee's vacation leave credits and use to a calendar year basis, on January 1st immediately following an employee's second annual anniversary date of hire, he/she shall receive additional vacation leave credit on a pro rata basis for his/her second annual anniversary date of hire to the end of that calendar year at the rate of .385 vacation days per pay period commencing with the pay period immediately following the employee's second annual anniversary date of hire. Thereafter the employee's vacation leave credits and use shall be on a calendar-year basis.
4. Each employee shall thereafter be entitled to vacation leave credit according to the following schedule:
 - a. 3rd through 5th full calendar year of employment - 12 working days.
 - b. 6th through 10th full calendar year of employment – 19 working days.
 - c. 11th and each full calendar year of employment thereafter – 25 working days.

An employee with eleven (11) or more years of service and that has five (5) or more days of vacation at the end of the calendar year may elect, upon prior approval of Huron County, to receive a cash payment (at the end of the calendar year) for the remaining five (5) days.

SECTION C. On January 1st of each year, each employee shall receive vacation leave credit for the prior calendar year to the end of that calendar year.

SECTION D. In the event that an employee has not been able to use all of his/her vacation leave days prior to the end of the calendar year, a maximum of three (3) of these unused vacation leave days will be credited for use during the following calendar year. Any remaining unused and/or excess vacation leave days shall be forfeited subject to Section B-4 of this Article.

SECTION E. Vacation requests will be scheduled by the Chief Judge whose approval must be obtained prior to using vacation leave days. The Chief Judge must approve/disapprove the request within two (2) working days after the request has been made.

SECTION F. Vacation leave with pay will be paid at the employee's regular base straight-time pay.

SECTION G. Each employee's vacation leave record shall be maintained in the

County Clerk's office.

SECTION H. Unless forfeited, an employee or his/her previously named beneficiary shall be paid for each unused vacation leave day when his/her employment ceases. Payment shall be made at the employee's then current rate of pay for each unused vacation leave day which has been credited from the prior calendar year and in addition which has accrued during the current calendar year according to the following schedule:

1. 1st year of employment - .192 days per pay period.
2. 2nd year of employment - .385 days per pay period
3. 3rd through 5th year of employment - .462 days per pay period.
4. 6th through 10th calendar year of employment - .731 days per pay period.
5. 11th and each calendar year of employment thereafter - .962 days per pay period.

ARTICLE XX – SICK TIME

SECTION A. Permanent full time employees will earn and be credited with one-half (1/2) work day of sick leave credit for each complete pay period of service, for a maximum total of thirteen (13) work days of sick leave credit each year. In order to earn a day of sick leave, an employee must be paid for eighty (80%) percent of the scheduled working days within the calendar month.

SECTION B. Sick leaves shall be granted to an eligible employee, to the extent of his/her earned sick leave credit, when the employee is unable to perform his/her duties due to personal illness or physical incapacity, pregnancy, injury; for medical, dental or optical examination or treatment; when a qualified physician determines that the employee has been exposed to a contagious disease which would constitute a danger to the health of others. Not more than seven (7) sick leave days per year (January 1 through December 31) may be granted in the event a member of the employee's immediate family's illness necessitates his/her absence from work. Immediate family is defined for purposes of this section as mother, father, sister, brother, wife, husband, son, daughter, grandchild and grandparents of the employee.

SECTION C. For purposes of computing sick leave pay, a work day shall be considered to be the employee's normal daily scheduled hours paid at the employee's straight-time rate.

SECTION D. In order to receive compensation while absent on sick leave, the employee must notify the Court Administrator/Clerk of the Court within one-half (1/2) hour after the time set for beginning his/her daily duties, with an estimated duration of the leave.

SECTION E. The Chief Judge may require that an employee provide medical data from the employee's doctor and/or a personal affidavit stating the cause of the absence whenever sick leave exceeds three (3) consecutive work days and may require a medical statement of fitness to commence working after sick leave has been taken. Falsification of such evidence will be cause for discipline up to and including discharge.

SECTION F. An employee who has exhausted his/her sick leave credit and is still unable to return to work may be allowed to utilize any unused vacation credits upon written request. Employees who are laid-off shall have available any unused sick leave previously earned, effective at the time they are recalled.

SECTION G. Unused sick leave shall accrue and may be accumulated up to a maximum of one hundred (100) days. On December 31 of each year, an eligible employee will be paid, at his/her present rate of pay, for one-half (1/2) of accumulated unused sick leave in excess of one hundred (100) days.

SECTION H. An eligible employee will also be paid, at his/her current rate of pay, for one-half (1/2) of accumulated unused sick leave, if employment is terminated by:

1. Retirement by voluntary resignation if the employee provides the Chief Judge with at least two (2) weeks advanced written notice.
2. In the event of an employee's death, payment will be made to the employee's designated beneficiary on one hundred (100%) percent of the employee's accumulated sick leave.

SECTION I. The Chief Judge reserves the right to require an employee to take an involuntary sick or health leave of absence if the employee suffers from a disability, mental or physical, as shown by medical evidence, which prevents the employee from satisfactorily performing his/her assigned duties. Such disability shall be deemed just cause for the purpose of this Agreement.

SECTION J. If a period of illness lasting more than one day occurs during vacation leave and it is reported immediately, a revised request for leave form may be submitted. The period of time of such illness will be recorded as sick leave rather than vacation leave.

ARTICLE XXI – OTHER LEAVE

Full time employees will be given five (5) personal business days per year without loss of pay, to be deducted off of sick leave balance. There shall be no accumulation of personal days from year to year. Personal business days will be governed by the same rules as sick time.

ARTICLE XXII – WORKER’S COMPENSATION

Huron County provides a comprehensive workers’ compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers’ compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Huron County nor the insurance carrier will be liable for the payment of workers’ compensation benefits for injuries that occur during an employee’s voluntary participation in any off duty recreational, social, or athletic activity sponsored by Huron County.

ARTICLE XXIII – FUNERAL LEAVE

Any full-time employee who, while actively working (i.e., not on layoff, etc.) shall suffer death in his immediate family will be granted a funeral leave of absence with normal daily basic straight-time pay not to exceed the number of regularly scheduled hours as follows:

1. One (1) of the requested days must be the day of the funeral and the employee must attend the funeral.
2. In the event of the death of any employee’s spouse or child, he/she may take up to five (5) working days funeral leave. In the event of the death of the employee’s parent, he/she may take up to three (3) working days funeral leave. The Chief Judge, in his/her sole discretion and based upon special circumstances, may grant up to an additional two (2) working days funeral leave in this situation.
3. In the event of the death of a brother, sister, grandchild or grandparent of the employee or a parent or grandparent of the employee’s spouse, the employee may take one (1) working day funeral leave. The Chief Judge, in his/her discretion and based upon special circumstances, may grant up to an additional four (4) working days funeral leave in this situation.
4. In the event of the death of an employee’s brother-in-law, sister-in-law, aunt, uncle, niece, or nephew by blood relation, he/she may take one (1) working day funeral leave. The Chief Judge, in his/her sole discretion, may grant

up to an additional two (2) working days funeral leave for travel in this situation.

5. An employee may take one (1) working day funeral leave upon the death of any other relative or where he/she is to serve as a pall bearer.
6. The Chief Judge may, in his/her discretion, grant time off of less than one (1) working day for an employee to attend the funeral of any other person under special circumstances.
7. An employee may take such vacation time as he/she is entitled without notice to supplement funeral leave.

Huron County may require written application for such leave, provided that initial arrangements may be made verbally with the Chief Judge; as well as proof of death, relationship to the deceased and/or proof of attendance at the funeral.

ARTICLE XXIV – JURY DUTY

Employees called for jury duty will be granted a leave of absence with pay for as long as he/she is acting as jurors, providing he/she provides the Employer with proof of jury duty prior to serving. An employee shall return to regularly scheduled employment when temporarily excused from attendance at Court at the discretion of the Chief Judge. Any stipend received, except the mileage fee, must be turned in to the County.

ARTICLE XXV – RETIREMENT

SECTION A. Huron County will, for the duration of this Agreement, maintain the Michigan Municipal Employees Retirement System (MERS) program as currently in force. Rules concerning eligibility, contributions, coverage and benefits under the program and all other rules concerning the maintenance of the program will be as are established under the program and shall not be subject to the Grievance Procedure. The program in effect is the MERS B-3, FAC-3, F-55 with fifteen (15) years of service, E, E-1, and E-2, with an employee contribution of three (3%) percent of the first \$4,200.00 of annual pay and five (5%) percent of portions over \$4,200.00.

SECTION B. Huron County will continue to offer a Deferred Compensation Program, or comparable program, to employees through payroll deductions.

ARTICLE XXVI – INSURANCE BENEFITS

SECTION A. Huron County shall continue to furnish health insurance coverage for permanent full-time salaried employees and his/her spouse and/or children. Huron County

reserves the right to change health insurance carriers provided that comparable coverage is obtained. Prior to changing carriers, Huron County shall notify the Union thirty (30) days in advance. Huron County will offer all employees their choice of one of three health insurance plans. The following coverage shall be offered by Huron County:

Option A – Community Blue 1 with a \$10/\$40 Rx Card, \$20 office visits and \$20 chiropractic visits, with employee cost share participation. Employees will pay any increase between Option A (Community Blue 1) and Option B (Community Blue 2) up to a maximum of 25% of any increase in the Option B premium.

Option B – Community Blue 2 with a \$10/\$40 Rx Card, \$20 office visits and \$20 chiropractic visits, with no employee cost share participation.

Option C – Community Blue 3 with a \$10/\$20 Rx Card, \$20 office visits and \$20 chiropractic visits, with no employee cost share participation.

SECTION B. Huron County agrees that, for the duration of this Agreement, it will continue to pay the premiums to furnish Life Insurance; a \$10,000.00 Life Insurance Policy, \$20,000 double indemnity is provided for each employee.

SECTION C. Huron County shall continue to furnish vision and dental insurance coverage comparable to that which it provided as of December 31, 1992, for permanent full time salaried employees which is 80-20 co-pay, with a \$1,000 limit per member, per benefit year. Huron County reserves the right to change insurance carriers provided that comparable coverage is obtained. Prior to changing carriers, Huron County shall notify the Union thirty (30) days in advance.

SECTION D. An eligible full time employee shall become insured as soon as permissible following a period of thirty (30) days under the insurance plans set forth in Sections A, B and C of this Article, provided, if away from work due to disability, leave of absence, etc., on the date the insurance is to be effective, said employee will be insured upon return to active service.

SECTION E. The insurance benefits listed above shall be discontinued on the day the employee's services are terminated, quits or retires (except as provided below) or the day he/she goes on any leave of absence or is laid off, provided that those employees who go on a Huron County-approved leave of absence without pay may keep his/her group coverage in effect to the extent, and for such periods of time, as may be permissible under the contracts between Huron County and the carrier by depositing with the Clerk's Office the full amount of the premiums for the leave of absence on or before his/her last day of work prior to leave of absence. It is understood that the foregoing privilege is subject to the approval of the insurance carrier.

SECTION F. Eligibility, coverage, and benefits under the above insurance plans are

subject to the terms and conditions including any waiting period or other time limits, contained in the contracts between Huron County and the carriers. Any rebates or refunds on premiums paid by Huron County shall accrue to Huron County. Huron County reserves the right to select the carrier or change carriers, providing that the benefits are comparable. No matter contained in this Article shall be subject to the Grievance Procedure.

SECTION G. Retiree Health Insurance Benefits. Huron County will pay the premium for Huron County health care benefit plan, as it may be constituted from time to time, for current County employees, if an election is made by him/her to remain under such plan. The payment will be made for the current employee and his/her spouse. Spouse is defined as that person, if any, who is lawfully married to the employee on the date the employee retires from employment with Huron County. The payment will be made on the following basis:

1. Any employee hired before January 1, 1999, Huron County shall pay 50% **Option C – Community Blue 3** or **Option B – Community Blue 2** for such retired employee having at least 10 years of continuous service with Huron County and being of the age of 55 or older at the time of retirement.
2. Any employee hired before January 1, 1999, Huron County shall pay 75% of **Option C – Community Blue 3** or **Option B – Community Blue 2** for such retired employee having at least 15 years of continuous service with Huron County and being of the age of 55 or older at the time of retirement.
3. Any employee hired before January 1, 1999, Huron County shall pay 100% of **Option C – Community Blue 3** or **Option B – Community Blue 2** for such retired employee having at least 20 years of continuous service with Huron County and being of the age of 55 or older at the time of retirement or for such employee having at least 10 years of continuous service with Huron County and being of the age of 60 or older at the time of retirement.
4. The obligation of Huron County to pay for health insurance for the retiree and spouse shall cease in the event that comparable health insurance is available to the retiree through another employer or other source. For example, if the retiree accepts other employment and such insurance is available from that employer, then Huron County's obligation to the retiree shall cease, or in the event that the retiree is eligible for such insurance through his/her working spouse, Huron County shall not be obligated to provide such insurance benefits. The retiree may return to Huron County insurance coverage in the event he/she loses coverage from another source.
5. To be eligible to receive Huron County payments for benefits as set forth herein, the retiree must coordinate with other available governmental health insurances such as, but not limited to, Medicaid and Medicare, which may be available in part or in total to the retired employee. The retiree receiving such benefits under this

contract shall be required to apply for Medicaid, Medicare or similar Federal program benefits as soon as he/she is eligible. As of the date of eligibility, all benefits payable by Huron County shall be reduced by an amount equal to the Federal benefits or other benefits available and shall be supplemental to such coverage. In the event that the name of any of the coverages or benefits referred to are changed, the replacement programs shall apply to the above requirements.

6. For the purpose of this Agreement, any employee hired on or after January 1, 1999; Huron County shall pay 100% of **Option C – Community Blue 3** or **Option B – Community Blue 2** for employees having at least 25 years of continuous service and being of the age of 60 at the time of retirement.
7. For employees hired on or after January 1, 2006, Huron County shall not pay the premium for retired employees' health care coverage.
8. In the event of the death of an employee/retiree, the employee's/retiree's spouse can elect to continue insurance coverage by reimbursing Huron County for the cost of such insurance.

SECTION H. Huron County will continue to offer the Optional Insurance and Benefits programs, or comparable programs, to its employees through payroll deductions.

SECTION I. Huron County shall pay \$400 per month to an employee in lieu of taking the health insurance coverage. There shall be no double coverage and no "in lieu of" (e.g. husband and wife both employed by the County of Huron) health insurance payment. Applications for this may be obtained in the County Clerk's Office. In the event the employee's spouse is no longer covered with health insurance coverage, the employee may come back under Huron County's health insurance coverage. The \$400 per month payment in lieu of health coverage will discontinue on the date Huron County health insurance coverage becomes effective.

ARTICLE XXVII – LONGEVITY

SECTION A. Definition of Longevity. Longevity shall be defined as the length of an employee's continuous full time service with Huron County since the employee's last date of hire. "Continuous service" means an employee's uninterrupted full time service from his/her last date of hire.

In calculating an employee's length of service, the probationary period shall be included after he/she successfully completes the same.

Longevity Plan. Huron County will provide a Longevity Plan benefit for full time employees who have been employed full time continuously as provided hereunder:

<u>Years of Continuous Service</u>	<u>Amount Per Year</u>
5 – 9	\$200.00
10 – 14	\$300.00
15 – 19	\$450.00
20 and Over	\$600.00

SECTION B. The longevity payments will be made within twenty (20) days of eligibility as noted above.

ARTICLE XXVIII – HEALTH AND SAFETY

SECTION A. Each employee involved in any accident involving bodily injury or property damage in the course of his/her work, which includes but is not limited to driving to and from Court business before and after business hours whether or not involving vehicle operation, shall promptly and completely report the details thereof to Huron County and the Chief Judge. The employee shall make out an accident report which shall include accurate, complete, and unbiased information fully describing the accident, the persons and/or vehicles involved, his/her insurers (if known), names and addresses of witnesses and all other relevant information. All injuries sustained by any employee in the course of his/her work shall be immediately reported to Huron County and to the Chief Judge.

SECTION B. Each employee shall carefully follow all safety regulations of Huron County and shall use all safety equipment provided by Huron County. Failure to observe this requirement or to promptly file a complete and accurate accident report as required herein or to adhere to any of Huron County’s safety rules shall subject the employee to disciplinary action.

ARTICLE XXIX – BULLETIN BOARD

SECTION A. The Employer agrees to provide the Union with one (1) bulletin board which shall be used to post Union activities and other notices including but not limited to: notice of Union meetings, social and recreational functions, notice of Union elections, results of Union elections. The Employer may also post court orders, rules, etc., that apply to court procedures.

SECTION B. The policing of the Union bulletin boards is an obligation of the Union. The Employer may oversee this and can expect the Union to maintain it properly.

SECTION C. Any material posted on the bulletin board and authorized by the Union to be posted which contains anything political or controversial, or anything reflecting upon the Court/County, any of its employees, or any labor organizations among its employees, shall be in violation of this Article and shall entitle the Employer to request the Union to remove such material.

ARTICLE XXX - UNPAID LEAVES OF ABSENCE

SECTION A. Unpaid leaves of absence may be granted for the following reasons:

1. Employees may be eligible for unpaid leave per the Family and Medical Leave Act “FMLA”. This agreement shall be construed in a manner that complies with the Family and Medical Leave Act of 1993.
2. For Military Duty or its equivalent.

SECTION B. The Employee must notify, in writing, the Court Administrator/Clerk of the Court ten (10) days in advance of the expiration of the leave that he/she is ready, willing, and able to return to work. Extension of leave requests must be made in writing to the Court Administrator/Clerk of the Court ten (10) days prior to the expiration of said leave. The Chief Judge shall give a written answer, denying or approving an extension five (5) days before the leave expires.

SECTION C. Employees off on unpaid leaves may continue health care insurance by paying premium per the regulations of the insurance carrier.

SECTION D. Employees on leave shall not lose seniority. Unpaid leave time does not count towards the Employee’s pension time.

ARTICLE XXXI – EXPENSE REIMBURSEMENT

SECTION A. An employee who uses his/her personal motor vehicle in the course of County business on a regular basis must obtain and keep in force automobile liability insurance and must inform the insurer that such motor vehicle is being used in the course of County business.

SECTION B. An employee shall be reimbursed for motor vehicle mileage incurred in the course of County business at the rate per mile paid to the members of the Board of Commissioners.

SECTION C. An employee shall be reimbursed for professional conference and workshop expenses and meals and lodging which have been approved by the Chief Judge and according to the following:

Unless meals are given at an established rate and as a part of a conference or workshop package, reimbursement shall be in full provided it is reasonable. Unless lodging is given at an established rate and as a part of a conference or workshop package, reimbursement shall be in full provided it is reasonable. An employee shall be reimbursed only for the single occupancy rate of lodging and his/her own meals.

SECTION D. Employee expenses shall be reimbursed based upon vouchers, which must be submitted to the County Clerk by the close of business day the Wednesday prior to the second and fourth Tuesday of each month. Mileage vouchers must include the date, mileage, point of origin and destination, and purpose of the trip. Other vouchers must include itemized statements and receipts.

ARTICLE XXXII – MISCELLANEOUS

SECTION A. Rule Changes. The Union shall be informed of any present or future work rules/changes before they take effect.

SECTION B. Special Meetings-Health and Safety Issues. The Union shall have the right to request a special meeting on any working condition that endangers/effects the health and safety of the employees.

SECTION C. Paychecks. Huron County may continue its current practice in regard to the time and manner of the distribution of paychecks.

SECTION D. Outside Employment. An employee may engage in outside employment provided it does not in the opinion of the Chief Judge interfere with the employee's duty to the Court.

SECTION E. Emergency Weather Conditions. In the event of a weather emergency, in which the Chairman of the Board of Commissioners or authorized person declares the County offices will be closed (either the entire day or before the end of the regular work day), employees shall not be required to report to nor remain at work and shall receive full pay during such closing and shall not have the time charged against their accumulated leave (i.e., vacation or personal days). At the discretion of the Chief Judge, in the event an employee has requested any type of previously approved leave (sick, personal, vacation, etc.), the prior approved leave shall be observed. The Chairman of the Board of Commissioners or authorized person will attempt to notify employees no less than one (1) hour prior to the start of the workday. Authorized notice may be in the form of local radio stations, telephone contact using an individual office networking, etc.

SECTION F. Drug/Alcohol Use. Employees in possession, using, or selling illegal drugs or alcohol on the job may be subject to disciplinary action up to and including immediate discharge.

SECTION G. Non-Discrimination. 73B District Court, Huron County or the Union shall not discriminate against any employee because of age, sex, race, marital status, nationality, religious or political beliefs or activity, Union activity, disability or student status. 73B District Court, Huron County and the Union shall bear responsibility for complying with this provision of the Agreement.

SECTION H. Headings. Titles and headings to articles, sections, or paragraphs in this Agreement are inserted for convenience of reference only and are not intended to effect the interpretation of construction of the Agreement.

SECTION I. Separability and Savings Clause. Nothing in this Agreement is intended to be in conflict with existing state law. In the event that any provision of this Agreement shall at any time be held prohibited by or invalid under applicable law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time limits for doing so, it will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remaining provisions of this Agreement.

SECTION J. Personnel Records. Huron County and/or 73B District Court shall not disclose any disciplinary report or reprimand to any person, without prior written notice to the employee. Disciplinary reports more than three (3) years old shall not be disclosed unless required by law. An employee shall be permitted, upon written request, access to his or her personnel file at least twice per year and may, at his or her own expense, have copies provided of specific segments thereof.

SECTION K. Non-Unit Personnel. Notwithstanding any other provision of this Agreement, non-bargaining unit Huron County employees may continue to perform bargaining unit work in accordance with past practices and/or for instructions or training employees, and/or in those situations in which it is necessary to meet the work requirements of the Court and/or in emergencies.

SECTION L. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be deemed given when delivered personally and/or by certified mail, return receipt requested, addressed as follows:

To Union:

Business Agent
Police Officers Assn.
of Michigan
27056 Joy Road
Redford, MI 48239

and

President
73B District Court Workers Assn.
c/o 73B District Court
250 E. Huron Avenue
Bad Axe, MI 48413

ARTICLE XXXIII – SCOPE OF AGREEMENT

SECTION A. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, 73B District Court, Huron County and the Union, for the life of this Agreement, each voluntarily and

unequivocally waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement and with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge and contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

SECTION B. This Agreement supersedes and cancels all previous agreements, verbal or written, or based on alleged practices, between Huron County and the Union and constitutes the entire agreement between the parties. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto.

ARTICLE XXXIV – DURATION OF AGREEMENT

SECTION A. The provisions of this Agreement shall be effective as of January 1, 2010, and shall continue to remain thereafter for successive periods of one (1) year, unless either party shall, at least ninety (90) days prior to December 31, 2012, serve written notice on the other party of a desire to terminate, modify, alter, renegotiate, change, or amend this Agreement.

If notice of termination is not given by the party desiring to modify, alter, renegotiate, change, or amend this Agreement, all terms and provisions of this Agreement shall remain in full force and effect throughout the period of negotiations and until such time a new contract agreement has been reached and signed.

SECTION B. If any negotiations described in Section A above reach an impasse, the procedure described in Act 379 of the Michigan Public Acts of 1965 shall be followed.

SECTION C. IN WITNESS WHEREOF, the Union, Chief Judge and Huron County have caused this Agreement to be executed in their names by their duly authorized representatives the day and year first above written.

UNION:

73B District Court Workers Association,
a subchapter of the Police Officers
Association of Michigan

EMPLOYER:

The 73B District Court and the
Huron County Board of Commissioners

Tamara M. Piotter
President

David B. Herrington
Chief Judge, 73B District Court

Jesse Osentoski
Vice President

David G. Peruski
Board of Commissioners Chairman

Wayne Beerbower
Union Representative, POAM

APPENDIX A
CLASSIFICATION APPENDIX

GRADE

120	Deputy Clerk/General Civil
120	Deputy Clerk/Small Claims & Landlord Tenant
120	Chief Deputy Clerk
120	Deputy Clerk/Traffic
120	Deputy Clerk/Criminal
150	Probation Officer
160	Chief Court Recorder/Judicial Administrative Assistant

It is understood that the designation of classifications are for wage purposes only and that the classification titles are intended as an illustrative summary of one type of duty and responsibility associated with the various classifications. It is understood that the designation of classifications shall not constitute a designation of job content nor shall it restrict work assignments.

APPENDIX B
WAGE APPENDIX

- 1-1-2010 Add an additional 1.5% to each step in all pay grades, then placement on RSA Study, retro to 1-1-2010.
- 1-1-2011 Add an additional 0% to each step in all pay grades.
- 1-1-2012 Re-open for wages.

APPENDIX C
Salary Progression Schedule
 (37.5 hours per week)

1/1/2010

	<i>Start</i>	<i>+ 6 mos.</i>	<i>+ 6 mos.</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>
37.5 HOURS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
									* Adopt RSA Wage Survey
Grade 110	24,465	24,844	25,229	26,016	26,827	27,665	28,528	29,418	30,336
Grade 120	25,687	26,086	26,490	27,317	28,169	29,048	29,954	30,889	31,852
Grade 130	26,972	27,390	27,815	28,683	29,577	30,501	31,452	32,434	33,445
Grade 140	28,995	29,445	29,901	30,834	31,796	32,788	33,811	34,866	35,953
Grade 150	31,170	31,653	32,143	33,146	34,180	35,247	36,347	37,481	38,650
Grade 150m	37,017	37,591	38,174	39,365	40,593	41,859	43,165	44,513	45,901
Grade 160	32,728	33,235	33,751	34,804	35,889	37,010	38,164	39,354	40,583
Grade 170	36,001	36,559	37,126	38,284	39,479	40,710	41,980	43,290	44,641
Grade 180	37,801	38,387	38,982	40,198	41,452	42,746	44,079	45,455	46,873
Grade 190	39,691	40,307	40,931	42,208	43,525	44,883	46,283	47,727	49,216
Grade 200	42,668	43,329	44,001	45,374	46,790	48,249	49,755	51,308	52,908

1/1/2011

	<i>Start</i>	<i>+ 6 mos.</i>	<i>+ 6 mos.</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>	<i>+ 1 yr</i>
37.5 HOURS	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9
Grade 110	24,465	24,844	25,229	26,016	26,827	27,665	28,528	29,418	30,336
Grade 120	25,687	26,086	26,490	27,317	28,169	29,048	29,954	30,889	31,852
Grade 130	26,972	27,390	27,815	28,683	29,577	30,501	31,452	32,434	33,445
Grade 140	28,995	29,445	29,901	30,834	31,796	32,788	33,811	34,866	35,953
Grade 150	31,170	31,653	32,143	33,146	34,180	35,247	36,347	37,481	38,650
Grade 150m	37,017	37,591	38,174	39,365	40,593	41,859	43,165	44,513	45,901
Grade 160	32,728	33,235	33,751	34,804	35,889	37,010	38,164	39,354	40,583
Grade 170	36,001	36,559	37,126	38,284	39,479	40,710	41,980	43,290	44,641
Grade 180	37,801	38,387	38,982	40,198	41,452	42,746	44,079	45,455	46,873
Grade 190	39,691	40,307	40,931	42,208	43,525	44,883	46,283	47,727	49,216
Grade 200	42,668	43,329	44,001	45,374	46,790	48,249	49,755	51,308	52,908

1/1/2012

To be determined.

APPENDIX D
HOLIDAY APPENDIX

<u>Holiday</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>
New Year's Day	Fri Jan 1	Fri Dec 31 (2010)	Mon Jan 2
Martin L. King Jr. Day	Mon Jan 18	Mon Jan 17	Mon Jan 16
President's Day	Mon Feb 15	Mon Feb 21	Mon Feb 20
Afternoon of Good Friday	Fri Apr 2	Fri Apr 22	Fri Apr 6
Memorial Day	Mon May 31	Mon May 30	Mon May 28
Independence Day	Mon July 5	Mon July 4	Wed July 4
Labor Day	Mon Sept 6	Mon Sept 5	Mon Sept 3
Columbus Day	Mon Oct 11	Mon Oct 10	Mon Oct 8
Veteran's Day	Thur Nov 11	Fri Nov 11	Mon Nov 12
Thanksgiving Day	Thur Nov 25	Thur Nov 24	Thur Nov 22
Friday after Thanksgiving Day	Fri Nov 26	Fri Nov 25	Fri Nov 23
Christmas Eve Day	Thur Dec 23	Fri Dec 23	Mon Dec 24
Christmas Day	Fri Dec 24	Mon Dec 26	Tues Dec 25